

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (" Release") executed on _____, 2019 by _____ ("Volunteer") releases the City of Salem, a municipal corporation organized and existing under the laws of the State of New Jersey, and each of its officials, employees and agents, its successors and assigns. The Volunteer desires to provide volunteer services for the City of Salem, specifically providing labor in the demolition, clean up and rehabilitation of City owned property located at 67 W. Broadway, Salem, N.J.

1. The undersigned Volunteer hereby releases, indemnifies and holds harmless the City of Salem, its agents, officers, servants and employees of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained or to any property of the undersigned, while in or on these premises, owned by, sanctioned by, or under the control or supervision of the City of Salem or en route to or from any of the premises.
2. The undersigned being duly aware of the risks and hazards from participating in the volunteer services hereby elects to voluntarily enter on the premises, knowing the condition and knowing that there may be risks associated with the activities to be conducted. The undersigned hereby voluntarily assumes all risks of loss, damage, or injury, including death, which may be sustained while in or on the premises.
3. The Volunteer further understands that the nature of the relationship with the City is limited to a volunteer position and no compensation is expected for services rendered by the Volunteer. Volunteer is responsible for his or her own insurance coverage in the event of a personal injury or illness as a result of services rendered to the City.
4. The Volunteer agrees to release, indemnify and hold harmless the City of Salem, from and against any loss, damage or liability, including attorneys fees and expenses incurred by the Volunteer arising out of or in any manner related to his or her performance of activities for the City.
5. This waiver and release will be binding on the distributees, heirs, next of kin, executors, administrators and personal representatives of the undersigned.
6. I agree to this Waiver and Release and understand it be construed under the laws of New Jersey, including but not limited to the New Jersey Tort Claims Act and venued in the courts of New Jersey, Salem County and that if any portion is held invalid, the balance hereof shall notwithstanding the same, continue in full force and legal effect.

In signing the foregoing I hereby acknowledge and represent:

(a) That I have read the foregoing release and waiver of liability, understand it, and sign it voluntarily;

(b) That I am 18 years of age or older and of sound mind;

Witness

Signature